

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit B

**Redline Reflecting Amendments to Notice of Filing of Schedule of Executory Contracts
and Unexpired Leases to be Rejected Pursuant to the Plan**

WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
Ray C. Schrock, P.C. (*pro hac vice*)
(ray.schrock@weil.com)
Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)
767 Fifth Avenue
New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

*Attorneys for Debtors
and Debtors in Possession*

KELLER BENVENUTTI KIM LLP
Tobias S. Keller (#151445)
(tkeller@kbbkllp.com)
Jane Kim (#298192)
(jkim@kbbkllp.com)
650 California Street, Suite 1900
San Francisco, CA 94108
Tel: 415 496 6723
Fax: 650 636 9251

*Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Chapter 11 Case

No. 19-30088 (DM)

(Lead Case)

(Jointly Administered)

**AMENDED NOTICE OF FILING OF
SCHEDULE OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES TO BE
REJECTED PURSUANT TO THE PLAN**

PLEASE TAKE NOTICE that:

1. **Plan and Confirmation Hearing.** On January 29, 2019, PG&E Corporation and Pacific Gas and Electric Company (the “**Debtors**”), as debtors and debtors-in-possession commenced voluntary cases (the “**Chapter 11 Cases**”), filed voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

2. On March 16, 2020, the Debtors filed the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization dated March 16, 2020* [Docket No. 6320] (together with all exhibits and schedules thereto and as it may be amended, modified, or supplemented from time to time, the “**Plan**”).¹ A hearing to consider confirmation of the Plan is scheduled to be held on **May 27, 2020 at 10:00 a.m. (Prevailing Pacific Time)** (the “**Confirmation Hearing**”), before the Honorable Dennis Montali, United States Bankruptcy Judge, in Courtroom 17 of the Bankruptcy Court, 450 Golden Gate Avenue, 18th Floor, San Francisco, California 94102.²

3. **Schedule of Rejected Contracts.** Pursuant to Article VIII of the Plan, as of, and subject to, the occurrence of the Effective Date of the Plan and the payment of any applicable Cure Amount, all executory contracts and unexpired leases of the Reorganized Debtors shall be deemed assumed, unless any such executory contract or unexpired lease (i) was previously assumed or rejected

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

² Pursuant to the *Order re: Coronavirus Disease Public Health Emergency*, Amended General Order 38 (N.D. Cal. Mar. 30, 2020), **all hearings through May 1, 2020 will be conducted telephonically and the courtroom will be closed.** Although the Confirmation Hearing is scheduled for May 27, 2020, parties are encouraged to check back as to the status of the Confirmation Hearing or the manner in which the Confirmation Hearing will be conducted with the Clerk of the Bankruptcy Court (the “**Clerk**”) by visiting at <http://www.canb.uscourts.gov/> or with Prime Clerk, LLC (“**Prime Clerk**”) by visiting the case website at <https://restructuring.primeclerk.com/pge> (the “**Case Website**”). All parties who wish to appear at hearings must make arrangements to appear telephonically with CourtCall at 1-866-582-6878 no later than 4:00 p.m. (Prevailing Pacific Time) on the day before the hearing. Further information regarding telephonic appearances via CourtCall can be found on the court’s website, at the following location: <http://www.canb.uscourts.gov/procedure/district-oakland-san-jose-san-francisco/policy-and-procedure-appearances-telephone>.

1 by the Debtors, pursuant to a Final Order, (ii) previously expired or terminated pursuant to its own
2 terms or by agreement of the parties thereto, (iii) is the subject of a motion to assume, assume and
3 assign, or reject filed by the Debtors on or before the Confirmation Date, or (iv) is specifically
4 designated as an executory contract or unexpired lease to be rejected under the Plan in the Schedule of
5 Rejected Contracts (as defined below).

6 4. Attached hereto is a schedule of executory contracts and unexpired leases which the
7 Debtors intend to reject pursuant to the Plan (the “**Schedule of Rejected Contracts**”, and each
8 agreement listed therein, an “**Agreement**”). **Parties to executory contracts or unexpired leases with**
9 **the Debtors are advised to carefully review the information contained herein and the related**
10 **provisions of the Plan. Please note that a party’s status as a counterparty to an executory**
11 **contract or an unexpired lease alone does not entitle such party to vote on the Plan.**

12 5. Inclusion of an Agreement in the Schedule of Rejected Contracts is not an admission by
13 the Debtors that any of the Agreements listed therein are executory contracts or unexpired leases.
14 Subject to the terms of the Plan, the Debtors reserve the right to assert that any of the Agreements
15 listed herein or in the Schedule of Rejected Contracts are not executory contracts or unexpired leases.
16 As a matter of administrative convenience, in certain cases the Debtors may have listed the original
17 parties to the Agreements listed in the Schedule of Rejected Contracts without taking into account any
18 succession of trustees or any other transfers or assignments from one party to another. The fact that
19 the current parties to any particular Agreements may not be named in the Schedule of Rejected
20 Contracts is not intended to change the treatment of such Agreements. References to any Agreements
21 to be rejected pursuant to the Plan are to the applicable agreement and other operative documents as of
22 the date of this Notice, as they may have been amended, modified, or supplemented from time to time
23 and as may be further amended, modified, or supplemented by the parties thereto between such date
24 and the Confirmation Date.

25 6. **Rejection Damages. Pursuant to Section 8.3 of the Plan, in the event that the**
26 **rejection of an executory contract or unexpired lease results in damages to the other party or**
27 **parties to such contract or lease, any Claim for such damages, if not heretofore evidenced by a**
28

1 timely filed proof of Claim, shall be forever barred and shall not be enforceable against the
2 Debtors or the Reorganized Debtors, or their respective estates, properties or interests in
3 property, unless a proof of Claim is filed with the Bankruptcy Court and served upon the
4 Debtors or the Reorganized Debtors, as applicable, no later than thirty (30) days after the later
5 of (i) the Confirmation Date or (ii) the effective date of the rejection of such executory contract
6 or unexpired lease, as set forth in the Schedule of Rejected Contracts or order of the Bankruptcy
7 Court. The Confirmation Order shall constitute the Bankruptcy Court's approval of the
8 rejection of all the leases and contracts identified in the Schedule of Rejected Contracts under
9 the Plan.

10 7. **Objections.** Any objection to the proposed treatment of an executory contract or
11 unexpired lease pursuant to the Plan must be filed, served, and actually received by before the
12 deadline set to file objections to confirmation of the Plan, at 4:00 p.m. (Prevailing Pacific Time)
13 on May 15, 2020 (the "Objection Deadline"). Any Objection must:

- 14 (a) be in writing;
- 15 (b) identify the applicable Agreement(s);
- 16 (c) set forth in detail the basis for such Objection together with all supporting
17 documentation;
- 18 (d) conform to the Federal Rules of Bankruptcy Procedure; the Bankruptcy Local Rules
19 for the United States District Court for the Northern District of California; and the
20 *Second Amended Order Implementing Certain Notice and Case Management
Procedures* dated May 13, 2019 [Docket No. 1996] (the "**Case Management
Order**");
- 21 (e) set forth the name and contact information of the person authorized to resolve such
22 Objection;
- 23 (f) be filed with the Bankruptcy Court prior to the Objection Deadline; and
- 24 (g) be served on (i) the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767
25 Fifth Avenue, New York, New York 10153 (Attn: Stephen Karotkin
26 (stephen.karotkin@weil.com), Jessica Liou (jessica.liou@weil.com), Matthew
Goren (matthew.goren@weil.com), and Tom Schinckel
(tom.schinckel@weil.com)), and Keller Benvenuti Kim LLP, 650 California Street,
27 Suite 1900, San Francisco, California 94108 (Attn: Tobias S. Keller
(tkeller@kblkllp.com) and Jane Kim (jkim@kblkllp.com)); (ii) the attorneys for the
28

Shareholder Proponents, Jones Day, 555 South Flower Street, Fiftieth Floor, Los Angeles, California 90071-2300 (Attn: Bruce S. Bennett (bbennett@jonesday.com), Joshua M. Mester (jmester@jonesday.com), and James O. Johnston (jjohnston@jonesday.com); and (iii) the Standard Parties as set forth in the in the Case Management Order.

The Debtors encourage counterparties to contact their counsel listed in paragraph 7(g) above prior to filing any Objection. Any counterparty to an Agreement that fails to timely file and serve an Objection as proscribed herein will be deemed to have assented to the rejection of such Agreement.

8. Claims for damages arising from the rejection of any Agreement must be filed with Prime Clerk, the Court-appointed claims agent in these Chapter 11 Cases. Counterparties can obtain a Claim form and file a Claim online at the Case Website, or contact Prime Clerk by mail at c/o Prime Clerk LLC 850 Third Avenue, Suite 412, Brooklyn, NY 11232; by phone at (844) 339-4217 or by email at pgeinfo@primeclerk.com.

9. The Debtors reserve their rights to amend the Schedule of Rejected Contracts as set forth in Section 8.8(a) of the Plan until the later of (i) 4:00 p.m. (Pacific Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing or (ii) if Section 8.2(d) of the Plan is applicable, the Business Day that is seven (7) Business Days following the determination by the Bankruptcy Court of an unresolved dispute relating to an executory contract or unexpired lease to be assumed by the Debtors.

10. Amendments. Notwithstanding Section 8.8(a) of the Plan, the Debtors shall have fifteen (15) business days from the Confirmation Date to file amendments to the Schedule of Assumed Contracts and Schedule of Rejected Contracts, to remove executory contracts and unexpired leases previously listed on the Schedule of Assumed Contracts and to add executory contracts and unexpired leases to the Schedule of Rejected Contracts. Any objection of a counterparty to an executory contract or unexpired lease that is added to the Schedule of Rejected Contracts or removed from the Schedule of Assumed Contracts pursuant to this subparagraph shall have fourteen (14) days from the date on which notice of such removal or addition is served on the counterparty to file an objection thereto, which objection may be resolved either consensually without further order of the Court, or, after notice

1 and an opportunity to be heard, by a Final Order of the Court, with any rejection deemed approved as
2 of the Effective Date of the Plan. The rejection of any executory contract or unexpired lease added to
3 the Schedule of Rejected Contracts pursuant to this subparagraph shall be deemed approved by the
4 Court as of the Effective Date of the Plan if an objection to the addition of such executory contract or
5 unexpired lease is not timely filed as provided above.

6 11. ~~10.~~ **Miscellaneous.** Copies of the Schedule of Assumed Contracts, the Plan and other
7 relevant documents may be obtained free of charge at the Case Website.

8 Dated: May 1, 2020

9 **WEIL, GOTSHAL & MANGES LLP**

10 **KELLER BENVENUTTI KIM LLP**

11
12 By: /s/ Stephen Karotkin
13 Stephen Karotkin

14 *Attorneys for Debtors*
15 *and Debtors in Possession*
16
17
18
19
20
21
22
23
24
25
26
27
28